

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

SHARON ADAMS,

Plaintiff,

v.

WALMART INC., a foreign corporation,

Defendant.

No. 2:21-cv-00538 BJR

STIPULATED PROTECTIVE ORDER

**PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

**2. “CONFIDENTIAL” MATERIAL**

“Confidential” material shall include the following documents and tangible things produced or otherwise exchanged:

- Plaintiff's medical records and personal identification information
- Walmart's internal policies and procedures and training materials

3. SCOPE

The protections conferred by this agreement cover not only confidential material (as defined above), but also (1) any information copied or extracted from confidential material; (2) all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony, conversations, or presentations by parties or their counsel that might reveal confidential material.

However, the protections conferred by this agreement do not cover information that is in the public domain or becomes part of the public domain through trial or otherwise.

4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

4.1 Basic Principles. A receiving party may use confidential material that is disclosed or produced by another party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Confidential material may be disclosed only to the categories of persons and under the conditions described in this agreement. Confidential material must be stored and maintained by a receiving party at a location and in a secure manner that ensures that access is limited to the persons authorized under this agreement.

4.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the designating party, a receiving party may disclose any confidential material only to:

(a) the receiving party's counsel of record in this action, as well as employees of counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) the officers, directors, and employees (including in house counsel) of the receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties agree that a particular document or material produced is for Attorney's Eyes Only and is so designated;

1 (c) experts and consultants to whom disclosure is reasonably necessary for this  
2 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (d) the court, court personnel, and court reporters and their staff;

4 (e) copy or imaging services retained by counsel to assist in the duplication of  
5 confidential material, provided that counsel for the party retaining the copy or imaging service  
6 instructs the service not to disclose any confidential material to third parties and to immediately  
7 return all originals and copies of any confidential material;

8 (f) during their depositions, witnesses in the action to whom disclosure is  
9 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”  
10 (Exhibit A), unless otherwise agreed by the designating party or ordered by the court, provided,  
11 however, that a party may use confidential material at a deposition or court proceeding of a  
12 deponent or witness who has not already signed the certification in the form of Exhibit A hereto,  
13 in which case, the party’s obligation shall be to ask that the deponent or witness sign the  
14 certification, but the party’s right to proceed with the deposition or court proceeding shall not  
15 depend on the deponent’s or witness’s willingness to do so. In the event a deponent or witness  
16 being shown confidential material refuses to sign the certification, the deponent or witness shall  
17 not be permitted to retain, reproduce, or copy all or any part of the confidential material. Pages of  
18 transcribed deposition testimony or exhibits to depositions that reveal confidential material must  
19 be separately bound by the court reporter and may not be disclosed to anyone except as permitted  
20 under this agreement;

21 (g) the author or recipient of a document containing the information or a  
22 custodian or other person who otherwise possessed or knew the information.

23 4.3 Filing Confidential Material. Before filing confidential material or discussing or  
24 referencing such material in court filings, the filing party shall confer with the designating party,  
25 in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will  
remove the confidential designation, whether the document can be redacted, or whether a motion

1 to seal or stipulation and proposed order is warranted. During the meet and confer process, the  
2 designating party must identify the basis for sealing the specific confidential information at issue,  
3 and the filing party shall include this basis in its motion to seal, along with any objection to sealing  
4 the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed  
5 and the standards that will be applied when a party seeks permission from the court to file material  
6 under seal. A party who seeks to maintain the confidentiality of its information must satisfy the  
7 requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal.  
8 Failure to satisfy this requirement will result in the motion to seal being denied, in accordance  
9 with the strong presumption of public access to the Court's files.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party  
12 or non-party that designates information or items for protection under this agreement must take  
13 care to limit any such designation to specific material that qualifies under the appropriate  
14 standards. The designating party must designate for protection only those parts of material,  
15 documents, items, or oral or written communications that qualify, so that other portions of the  
16 material, documents, items, or communications for which protection is not warranted are not  
swept unjustifiably within the ambit of this agreement.

17 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
18 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to  
19 unnecessarily encumber or delay the case development process or to impose unnecessary  
20 expenses and burdens on other parties) expose the designating party to sanctions.

21 If it comes to a designating party's attention that information or items that it designated  
22 for protection do not qualify for protection, the designating party must promptly notify all other  
23 parties that it is withdrawing the mistaken designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
25 agreement (see, *e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or

1 ordered, disclosure or discovery material that qualifies for protection under this agreement must  
2 be clearly so designated before or when the material is disclosed or produced.

3 (a) Information in documentary form: (e.g., paper or electronic documents and  
4 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings),  
5 the designating party must affix the word “CONFIDENTIAL” to each page that contains  
6 confidential material. If only a portion or portions of the material on a page qualifies for  
7 protection, the producing party also must clearly identify the protected portion(s) (e.g., by making  
8 appropriate markings in the margins).

9 (b) Testimony given in deposition or in other pretrial proceedings: the parties  
10 and any participating non-parties must identify on the record, during the deposition or other  
11 pretrial proceeding, all protected testimony, without prejudice to their right to so designate other  
12 testimony after reviewing the transcript. Any party or non-party may, within fifteen days after  
13 receiving the transcript of the deposition or other pretrial proceeding, designate portions of the  
14 transcript, or exhibits thereto, as confidential. If a party or non-party desires to protect  
15 confidential information at trial, the issue should be addressed during the pre-trial conference.

16 (c) Other tangible items: the producing party must affix in a prominent place  
17 on the exterior of the container or containers in which the information or item is stored the word  
18 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,  
19 the producing party, to the extent practicable, shall identify the protected portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
21 designate qualified information or items does not, standing alone, waive the designating party’s  
22 right to secure protection under this agreement for such material. Upon timely correction of a  
23 designation, the receiving party must make reasonable efforts to ensure that the material is treated  
24 in accordance with the provisions of this agreement.  
25

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Timing of Challenges. Any party or non-party may challenge a designation of  
3 confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality  
4 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
5 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to  
6 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
7 original designation is disclosed.

8 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute  
9 regarding confidential designations without court involvement. Any motion regarding  
10 confidential designations or for a protective order must include a certification, in the motion or in  
11 a declaration or affidavit, that the movant has engaged in a good faith meet and confer conference  
12 with other affected parties in an effort to resolve the dispute without court action. The certification  
13 must list the date, manner, and participants to the conference. A good faith effort to confer requires  
14 a face-to-face meeting or a telephone conference.

15 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court  
16 intervention, either party may file and serve a motion to retain confidentiality under Local Civil  
17 Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion in  
18 any such motion shall be on the designating party. Frivolous challenges, and those made for an  
19 improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties)  
20 may expose the challenging party to sanctions. All parties shall continue to maintain the material  
in question as confidential until the court rules on the challenge.

21 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
22 LITIGATION

23 If a party is served with a subpoena or a court order issued in other litigation that compels  
24 disclosure of any information or items designated in this action as "CONFIDENTIAL," that party  
25 must:

1 (a) promptly notify the designating party in writing and include a copy of the  
2 subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order to  
4 issue in the other litigation that some or all of the material covered by the subpoena or order is  
5 subject to this agreement. Such notification shall include a copy of this agreement; and

6 (c) cooperate with respect to all reasonable procedures sought to be pursued  
7 by the designating party whose confidential material may be affected.

8 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

9 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential  
10 material to any person or in any circumstance not authorized under this agreement, the receiving  
11 party must immediately (a) notify in writing the designating party of the unauthorized disclosures,  
12 (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the  
13 person or persons to whom unauthorized disclosures were made of all the terms of this agreement,  
14 and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be  
Bound” that is attached hereto as Exhibit A.

15 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
16 MATERIAL

17 When a producing party gives notice to receiving parties that certain inadvertently  
18 produced material is subject to a claim of privilege or other protection, the obligations of the  
19 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision  
20 is not intended to modify whatever procedure may be established in an e-discovery order or  
21 agreement that provides for production without prior privilege review. The parties agree to the  
22 entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

23 10. NON TERMINATION AND RETURN OF DOCUMENTS

24 Within 60 days after the termination of this action, including all appeals, each receiving  
25 party must return all confidential material to the producing party, including all copies, extracts

1 and summaries thereof. Alternatively, the parties may agree upon appropriate methods of  
2 destruction.

3 Notwithstanding this provision, counsel are entitled to retain one archival copy of all  
4 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,  
5 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert  
6 work product, even if such materials contain confidential material.

7 The confidentiality obligations imposed by this agreement shall remain in effect until a  
8 designating party agrees otherwise in writing or a court orders otherwise.

9  
10 DATED this 21st day of May 21, 2021.

11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
12

13 WOOD, SMITH, HENNING & BERMAN, RUIZ & SMART PLAINTIFF LITIGATION  
14 LLP

15  
16 By: s/ Colin Troy  
17 Colin Troy, WSBA No. 46197  
18 [ctroy@wshblaw.com](mailto:ctroy@wshblaw.com)  
19 Philip Grennan, WSBA No. 8127  
20 [pgrennan@wshblaw.com](mailto:pgrennan@wshblaw.com)

21 *Attorneys for Defendant*  
22  
23  
24  
25

By: s/Kathryn Knudsen  
Kathryn Knudsen, WSBA No. 41075  
[kknudsen@ruizandsmart.com](mailto:kknudsen@ruizandsmart.com)  
Isaac Ruiz WSBA No. 35237  
[iruiz@ruizandsmart.com](mailto:iruiz@ruizandsmart.com)

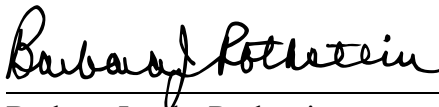
*Attorneys for Plaintiff*



1  
2  
3 PURSUANT TO STIPULATION, IT IS SO ORDERED

4 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any  
5 documents in this proceeding shall not, for the purposes of this proceeding or any other federal or  
6 state proceeding, constitute a waiver by the producing party of any privilege applicable to those  
7 documents, including the attorney-client privilege, attorney work-product protection, or any other  
8 privilege or protection recognized by law.

9 DATED: May 24, 2021  
10

11  
12 

13 Barbara Jacobs Rothstein  
14 U.S. District Court Judge  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of  
5 perjury that I have read in its entirety and understand the Stipulated Protective Order that was  
6 issued by the United States District Court for the Western District of Washington on [date] in the  
7 case of *Adams v. Walmart, Inc.*, No. 2:21-cv-00538 BJR (W.D. Wash). I agree to comply with  
8 and to be bound by all the terms of this Stipulated Protective Order and I understand and  
9 acknowledge that failure to so comply could expose me to sanctions and punishment in the nature  
10 of contempt. I solemnly promise that I will not disclose in any manner any information or item  
11 that is subject to this Stipulated Protective Order to any person or entity except in strict compliance  
12 with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the  
14 Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective  
15 Order, even if such enforcement proceedings occur after termination of this action.

16 Date: \_\_\_\_\_

17 City and State where sworn and signed: \_\_\_\_\_

18 Printed name: \_\_\_\_\_

19 Signature: \_\_\_\_\_  
20  
21  
22  
23  
24  
25